**SCHEDULE 9.2.5**
**SUBLOOP**

**9.2.5 SubLoop.**

**9.2.5.1 Definition.** The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319(a)(2) and UNE Remand, para. 174 and UNE Remand fn. 292. Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in SBC ILLINOIS' outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals for subloops may be located at technically feasible points including:

a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).

b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."

c. at the main distribution frame in the incumbent's central office.

d. at the Remote Terminal (RT) only where access to the wire or fiber within the cable without removing a splice case, or RT cover, is available at RT and technically feasible, the Serving Area Interface (SAI), and Terminal (underground or aerial).

**9.2.5.2 Subloop Element - Components and Functionality.**

The subloop segments for which CLEC may request access include the following:

| | FROM: | THROUGH: |
|---|---|---|
| 1. | Main Distributing Frame | Remote Terminal-DS1, DS3**,** DSO may be available if cross connect feature is available |
| 2. | Main Distributing Frame | Serving Area Interface or Feeder Distribution Interface |
| 3. | Main Distributing Frame | Terminal |
| 4. | Remote Terminal | Serving Area Interface or Feeder Distribution Interface-DS1 only DSO may be available if cross connect feature is available |
| 5. | Remote Terminal | Network Interface Device-DS1, DS3**,** DSO may |

| | |
|---|---|
| | be available if cross connect feature is available |
| 6. Serving Area Interface or Feeder Distribution Interface | Terminal |
| 7. Serving Area Interface or Feeder Distribution Interface | Network Interface Device |
| 8. Terminal | Network Interface Device |

9.2.5.2.1. A Loop may be comprised of the following sub-components:

9.2.5.2.1.1 Loop Feeder

9.2.5.2.1.1.1 CLEC may request SBC ILLINOIS to provide unbundled Loop Feeder in an area where copper twisted pair Loop Feeder is deployed. If available, SBC ILLINOIS shall provide Loop Feeder as ordered by CLEC. CLEC must have the same opportunity as SBC ILLINOIS to order either loaded or unloaded cable pairs. If CLEC does not have any unloaded cable pairs available, upon specific request, SBC ILLINOIS will provide unbundled Loop Feeder, which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). CLEC will reimburse SBC ILLINOIS for actual work performed to remove any bridge taps or load coils in accordance with the time and material rates set forth in the Pricing Schedule.

9.2.5.2.1.1.2 CLEC may request that the Loop Feeder be conditioned to transport a DS1 signal.

9.2.5.2.1.1.3 Where available, CLEC may request unbundling of Loop Feeder that includes DS1, DS3, fiber, and other high capacity feeder loops in deployed applications in SBC ILLINOIS' network which will transport DS3 and OC-n (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

9.2.5.2.1.1.4 Interface Requirements

9.2.5.2.1.1.4.1 If CLEC desires access to unbundled Loop Feeder in a SBC ILLINOIS Central Office, the Loop Feeder point of termination (POT) within a SBC ILLINOIS central office will be as follows:

9.2.5.2.1.1.4.2 Copper twisted pairs shall terminate on a frame;

9.2.5.2.1.1.4.3 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;

9.2.5.2.1.1.4.4 Fiber Optic cable shall terminate on a LGX, or equivalent, patch panel.

9.2.5.2.1.1.4.5 Depending on the type of Loop Feeder equipment and facilities deployed in SBC

ILLINOIS' network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the industry standard technical reference.

9.2.5.2.1.2 Loop Distribution

9.2.5.2.1.2.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

9.2.5.2.1.2.2 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross- connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI in the interfaced design typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

9.2.5.2.1.2.3 The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible.

9.2.5.2.1.2.3.1 SBC ILLINOIS will provide Loop distribution in response to specific CLEC requests for such access.

9.2.5.2.1.2.4 Requirements for All Distribution

9.2.5.2.1.2.4.1 Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by CLEC):

9.2.5.2.1.2.4.1.1 Two-wire and four-wire analog voice grade Loops, and/or;

9.2.5.2.1.2.4.1.2 Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provided services such as ISDN, or transmit xDSL, and DS1-level signals. If available facilities contain bridge taps or load coils, SBC ILLINOIS will remove them at CLEC's request, and CLEC will be responsible to reimburse SBC ILLINOIS for any reasonably incurred costs at either time and material or the conditioning rate set forth in the Pricing Schedule.

9.2.5.2.1.2.5 SBC ILLINOIS shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements

to which Distribution is associated at parity with what SBC ILLINOIS provides to itself.

9.2.5.2.1.2.6 Where technically feasible, SBC ILLINOIS shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

9.2.5.2.1.2.7 SBC ILLINOIS shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

9.2.5.2.1.2.8 SBC ILLINOIS shall provide CLEC with nondiscriminatory access to unbundled Distribution.

9.2.5.2.1.2.9 SBC ILLINOIS shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where CLEC requests such Distribution without the SBC ILLINOIS NID, CLEC will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

9.2.5.2.1.2.10 CLEC may request that unbundled Distribution be provided as copper twisted pairs, which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders). Upon CLEC's request, SBC ILLINOIS will provide unbundled copper Distribution free of bridge taps or load coils to meet CLEC's desired path if technically feasible. Where unfettered loops do not exist, CLEC, at its sole option, may request the loop distribution be conditioned and agrees to pay associated conditioning charges.

9.2.5.2.1.2.11 If CLEC purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased in accordance with ¶ 235 of the FCC's *UNE Remand Order*.

**9.2.5.3 Loop Concentration/Multiplexing Functionality.**

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal

conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

**9.2.5.4 Subloop Purchase.** At its option, CLEC may purchase from SBC ILLINOIS on an unbundled basis the entire Loop and NID in combination, or any Subloop element, (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

**9.2.5.5 Subloop Provisioning.** Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. XDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

**9.2.5.6 Subloop Mechanized Testing.** The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC ILLINOIS switch may be lost.

**9.2.5.7 Subloop Technical Features.** Access to subloop will include at a minimum two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL-capable subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCN subloops. Each of the listed subloops will be similar to the related existing unbundled loop product offering. The subloop unbundled network elements will be provided at TELRIC based prices. Prices are included in the Pricing Schedule.

**9.2.5.8 Applicable Law.** Unbundled DS1 and DS3 subloops shall be utilized in accordance with applicable federal and state laws and orders.

**9.2.5.9 Maintenance:**

9.2.5.9.1 CLEC shall isolate trouble to the SBC ILLINOIS Subloop portion of CLEC's service before reporting trouble to SBC ILLINOIS

9.2.5.9.2 SBC ILLINOIS shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC ILLINOIS on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the Pricing Schedule or tariffs.

9.2.5.9.3 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement (SAA), SBC ILLINOIS repair forces will restore service in a non-discriminatory manner, which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cable require replacement, SBC ILLINOIS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

**9.2.5.10 Subloop Access Arrangements.**

9.2.5.10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using Collocation process as set forth in Article 12, or will establish a Subloop Access Arrangement (SAA) utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC ILLINOIS subloop network.

9.2.5.10.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Subloop Access Arrangement Application.

9.2.5.10.3 Upon receipt of a complete and correct application, SBC ILLINOIS will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for subloop(s) access, the appropriate rates for the engineering and other associated costs performed will be charged.

9.2.5.10.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

9.2.5.10.5 Subloop inquiries do not serve to reserve subloop(s).

9.2.5.10.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgement will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

9.2.5.10.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC ILLINOIS has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.2.5.10.8 Prior to submitting the Subloop Access Arrangement Application for the SCA, CLEC should have “Collocation” and “Poles, Conduit and Row” terms and conditions in the Agreement to provide guidelines for both CLEC and SBC ILLINOIS to successfully implement subloops should collocation, access to poles/conduits or rights of way be required.

9.2.5.10.9 Except as set forth below in this Section, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC ILLINOIS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC ILLINOIS will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in Article 1, (General Terms and Conditions), of this Agreement, SBC ILLINOIS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.2.5.10.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC ILLINOIS technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into SBC ILLINOIS' interconnection point.

9.2.5.10.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC ILLINOIS to properly engineer access to each SAI and to ensure SBC ILLINOIS does not provide more available terminations than CLEC expects to use.

9.2.5.10.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.2.5.10.13 When facility demands exceed spare capacity at SAI/FDI, CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which have remained unused for a period of one year after the completion of construction, shall be subject to removal at CLEC expense. Prior to any removal, SBC ILLINOIS will provide 30 days written notice to CLEC.

9.2.5.10.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC ILLINOIS for removal of CLEC's facilities from the SAA, if the cost of removal of the SAA was not included in the installation price.

**9.2.5.11 Subloop Access Arrangement (SAA) Access Points:**

9.2.5.11.1 SAI/FDI or Terminal

9.2.5.11.1.1 CLEC cable to be terminated in a SBC ILLINOIS SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

9.2.5.11.1.2 CLEC may elect to place its cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC ILLINOIS will terminate on available binding posts in the SAI/FDI or Terminal.

9.2.5.11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC ILLINOIS will stub out a cable from the SAI/FDI or Terminal, which SBC ILLINOIS will splice to CLEC cable at the meet point.

9.2.5.11.1.4 Dead counts will be offered as long as SBC ILLINOIS has not placed them for its own expansion purposes that are planned within the 12-month period beginning on the date of the LSR inquiry.

9.2.5.11.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC ILLINOIS may choose to increase capacity of the SAI/FDI by the method of it's choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate it's cable at the SAI/FDI.

9.2.5.11.1.6 Exhausted Termination Points in a Terminal - When the terminal's termination points all terminate to assignable cable pairs, at CLEC's request, SBC ILLINOIS will either increase the capacity of the Terminal, or construct an adjacent termination facility to accommodate CLEC request for facilities. CLEC will be charged for the entire subloop access that CLEC requests.

9.2.5.12 The following sections apply for requests by CLEC or government entities for relocation of existing ILEC/CLEC facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

9.2.5.12.1 SBC ILLINOIS shall notify CLEC of pending relocation as soon as SBC ILLINOIS receives such notice.

9.2.5.12.2 CLEC shall notify SBC ILLINOIS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

9.2.5.12.3 SBC ILLINOIS shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with CLEC and SBC ILLINOIS engineer.

9.2.5.12.4 CLEC shall notify SBC ILLINOIS of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC ILLINOIS' estimate.

9.2.5.12.5 Upon acceptance of the SBC ILLINOIS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC ILLINOIS of their acceptance of estimate costs.

9.2.5.12.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC ILLINOIS as to the date that SBC ILLINOIS may remove CLEC's facilities from that SAA. CLEC will pay SBC ILLINOIS for all costs associated with the removal of CLEC's SAA.

9.2.5.12.7 In the event that CLEC does not respond to SBC ILLINOIS in time to have their facilities relocated, SBC ILLINOIS shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.

**9.2.5.13 RT (for DS3 Subloop):**

9.1.5.13.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase that SBC ILLINOIS will terminate on a fiber/coax interconnection block to be constructed in the RT.

9.2.5.13.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC ILLINOIS will stub out a cable from the RT, which SBC ILLINOIS will splice to CLEC cable at the meet point.